

1 Ford Greene
California State Bar No. 107601
2 HUB LAW OFFICES
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
4 Attorney for Defendant
GERALD ARMSTRONG
5
6
7

RECEIVED
OCT 04 1993
HUB LAW OFFICES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF MARIN

10 CHURCH OF SCIENTOLOGY INTERNATIONAL,) No. 157 680
a California not-for-profit)
11 religious corporation,)
12 Plaintiff,) EX PARTE APPLICATION FOR A
13 vs.) STAY OF PROCEEDINGS
14 GERALD ARMSTRONG; MICHAEL WALTON;) PENDING REFERRAL TO
THE GERALD ARMSTRONG CORPORATION,) JUDICIAL COUNCIL FOR
15 a California for-profit) COORDINATION OF CASES;
corporation; DOES 1 through 100,) DECLARATION OF FORD
16 inclusive,) GREENE; [Proposed] ORDER
17 Defendants.) Date: 10/4/93
18) Time: 9:30 a.m.
) Dept: One
) Trial Date: None Set

19 FORD GREENE declares:

20 1. I am an attorney licensed to practice law in the Courts
21 of the State of California and am the attorney of record for
22 GERALD ARMSTRONG, and THE GERALD ARMSTRONG CORPORATION, defendants
23 herein. The instant case shall referred to as Armstrong IV.

24 2. I am also attorney of record for said defendants in two
25 other actions brought by Church of Scientology International.

26 They are:

- 27 a. Church of Scientology International v. Armstrong,
28 Los Angeles County Superior Court, Case No. BC 052

ORIGINAL

1 395 ("Armstrong II") filed in February 1992;
2 b. Church of Scientology International v. Armstrong,
3 Los Angeles County Superior Court, Case No. BC 084
4 642 ("Armstrong III") filed in July 1993;

5 3. Armstrong II and Armstrong III are pending before
6 Department 30, the Honorable David Horowitz presiding, Armstrong
7 III having been transferred thereto from Department 83 as a
8 related case.

9 4. Armstrong II and Armstrong III are breach of contract
10 actions which also seek injunctive relief. Each is based on a
11 settlement contract signed by Gerald Armstrong in December 1986.
12 With respect to the settlement contract, Armstrong's position has
13 been and is that the provisions which Scientology seeks to enforce
14 are illegal and unenforceable because they seeks to suppress
15 evidence and obstruct justice.

16 5. In Armstrong II Scientology sought and obtained partial
17 injunctive relief enforcing certain provisions of the settlement
18 contract and not enforcing others. Armstrong appealed the partial
19 grant of the preliminary injunction to the Second District Court
20 of Appeal, Div. 4 in Civil No. B 069450. All briefing has been
21 completed on the interlocutory appeal. The Court of Appeal
22 rejected Scientology's motion for an expedited hearing schedule
23 and await scheduling of such argument.

24 6. On March 23, 1993, Judge Horowitz stayed all proceedings
25 in Armstrong II and held, in part, as follows:

26 "the validity of the Agreement is the basis for the
27 preliminary injunction. One of the basis for the appeal
28 is an attack on the legality and validity of the
agreement. [¶] The central issue of this case is the
legality and validity of the Agreement. The Court of

1 Appeal could certainly reach that issue in its
2 determination of the validity of the injunction. If it
3 does, that ruling could be determinative of many of the
4 issues of this case. It makes no sense to proceed with
5 this matter until the Court of Appeal makes its ruling.

6 (Minute Order 3/23/93 attached hereto and incorporated herein by
7 reference)

8 7. As to Armstrong III, Armstrong has brought a special
9 motion to strike the complaint as a Strategic Lawsuit Against
10 Public Participation (SLAPP) pursuant to C.C.P. § 425.16 which is
11 set for hearing on October 6, 1993. Pursuant to that code
12 section, all pending discovery is stayed pending the Court's
13 ruling on the motion.

14 8. Scientology has served three requests for production on
15 Armstrong and his corporation in this action which are pending.
16 The subject matter of said requests for production are primarily
17 directed at material that is relevant to Armstrong II and
18 Armstrong III wherein discovery has been and is stayed.
19 Scientology in Marin County is attempting to do indirectly what it
20 has been prohibited from doing directly in Los Angeles County.

21 a. A true and correct copy of plaintiff's First Request for
22 the Production of Documents by Defendant Gerald Armstrong is
23 attached hereto and incorporated herein by reference as Exhibit B.

24 b. A true and correct copy of plaintiff's Second Request
25 for the Production of Documents by Defendant Gerald Armstrong is
26 attached hereto and incorporated herein by reference as Exhibit C.

27 c. A true and correct copy of plaintiff's First Request for
28 the Production of Documents by Defendant The Gerald Armstrong
Corporation is attached hereto and incorporated herein by
reference as Exhibit D.

1 9. A motion to commence coordination proceedings has been
2 filed and is pending herein.

3 10. Copies of the complaints in Armstrong II and Armstrong
4 III are attached as Exhibits C and D, respectively, to the
5 Declaration of Ford Greene in Support of the Motion to Commence
6 Coordination Proceedings.

7 11. In part, it is due to Scientology's penchant for
8 conducting discovery in one case that is directed toward another
9 case pending against the same party that Armstrong is seeking
10 coordination of all the cases.

11 12. Therefore, pursuant to California Rules of Court, Rule
12 1514 (b) and (c), Armstrong requests that all proceedings in this
13 action be stayed until November 3, 1993.

14 13. On September 30, 1993, I gave notice by telecopied
15 letter to Andrew H. Wilson, counsel for plaintiff, as follows:

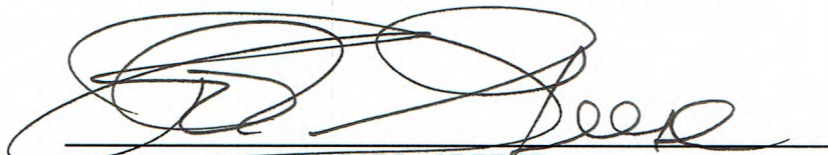
16 It is my intention to seek an ex parte order
17 staying litigation in the above case until our petition
18 for coordination, that will be filed on Monday, is
19 decided. I will make the application in Department 1
20 9:30 a.m. on Monday, October 4, 1993.

21 Mr. Wilson has indicated that he opposes any stay.

22 Under penalty of perjury pursuant to the laws of the State of
23 California I hereby declare that the foregoing is true and correct
24 according to my first-hand knowledge, except those matters stated
25 to be on information and belief, and as to those matters, I
26 believe them to be true.

27 Executed on October 3, 1993, at San Anselmo, California

28


FORD GREENE

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MEMORANDUM OF POINTS AND AUTHORITIES

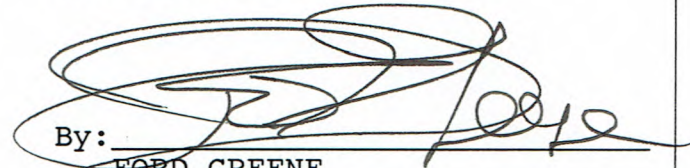
California Rule of Court 1514 (b) authorizes the grant of a stay over the written objection of any party for 30 days. Unless otherwise specified in the stay order, a stay order suspends all proceedings in the action to which it applies. A stay order, however, may be limited by its terms to specified proceedings, orders, motions, or other phases of the action to which the stay order applies. (CRC 1514 (c).)

Since stays are in effect in the other cases included in the coordination petition, and since the discovery in this case is directed at the subject matter of the other included complaints, refusal to stay the instant proceedings would allow Scientology to do here what it is prohibited from doing in the actions to which the discovery applies.

Therefore, it is fair and right that Armstrong's application for a stay be granted.

DATED: October 3, 1993

HUB LAW OFFICES

By: 

FORD GREENE
Attorney for Defendant and
Petitioners GERALD ARMSTRONG
and THE GERALD ARMSTRONG
CORPORATION

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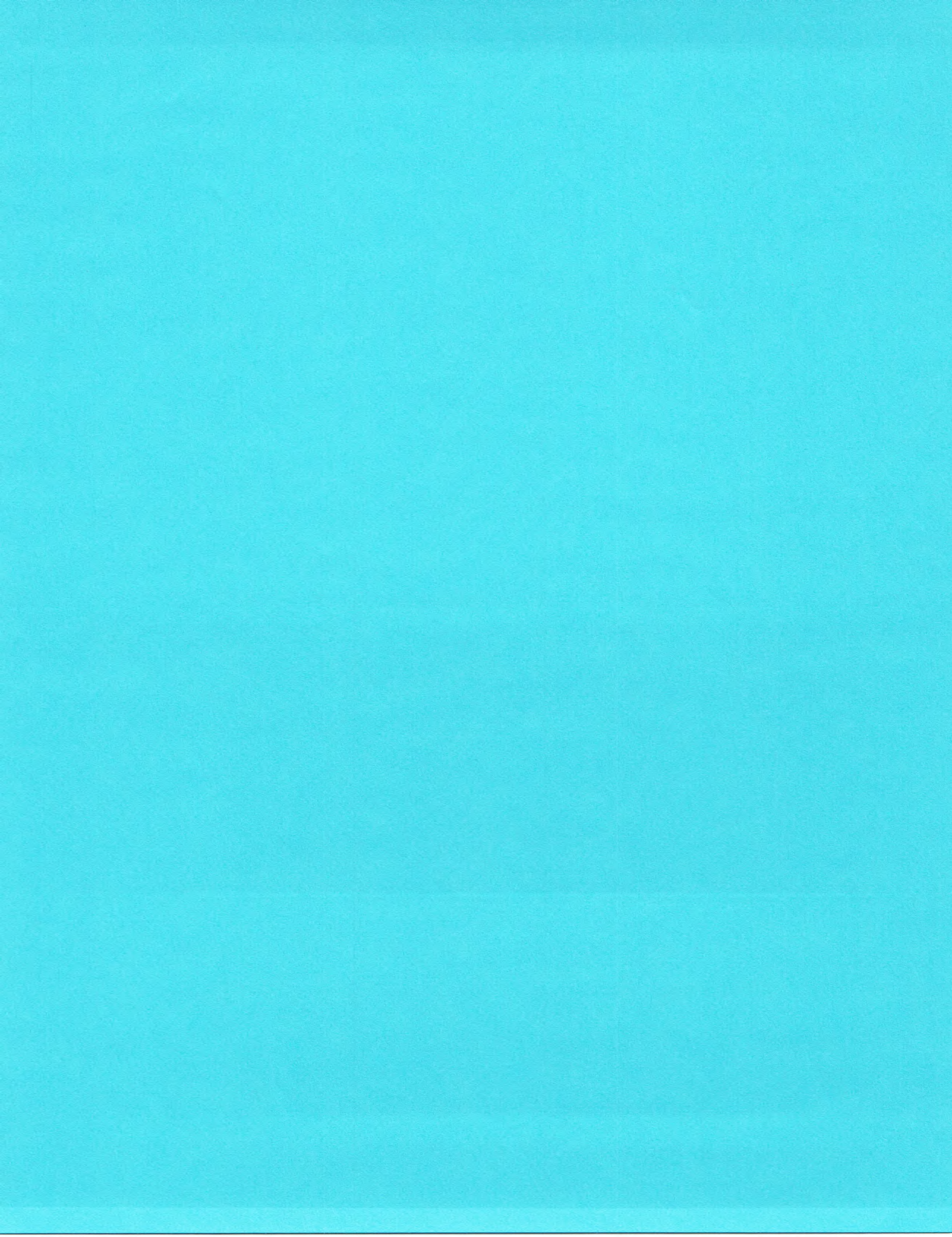
ORDER

GOOD CAUSE appearing therefor, the application of defendants Gerald Armstrong and the Gerald Armstrong for a stay of all proceedings herein is ~~GRANTED~~.

DATED: OCT 4, 1993

Donald
Larry W. Thomas

Judge of the Superior Court



SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: March 23, 1993

Honorable DAVID A. HOROWITZ

, Judge
, Deputy Sheriff
, C. S. L.S. ROBLES
B. CHARLINE HOWELL, Deputy Clerk
, Reporter
, E/R Monitor

8 C. AGUIRRE

BC052395

(Parties and Counsel checked if present)

CHURCH OF SCIENTOLOGY, ETC

Counsel For LAURIE BARTILSON (x)
Plaintiff ANDREW WILSON (x)

VS

GERALD ARMSTRONG

Counsel For FORD GREENE (x)
Defendant

NATURE OF PROCEEDINGS:

MOTION OF DEFENDANT, GERALD ARMSTRONG, FOR STAY OR IN THE ALTERNATIVE, FOR AN EXTENSION OF TIME TO OPPOSE MOTIONS FOR SUMMARY ADJUDICATION;

D, Mot for stay of proceedings GRANTED. The action is stayed under CCP 916. Counsel are ordered to report any decision by the Court of Appeal to this Department, in writing, within one day of the issuance of the opinion so that this Court may lift the stay.

"...an appeal stays proceedings in the trial court upon the order appealed from or upon the matters embraced therein or affected thereby..." CCP 916. As the Church has stated in its Summary Adjudication motions, "The facts are undisputed, however, that Armstrong has breached the Agreement repeatedly and deliberately. Because of these breaches, a preliminary injunction was issued by the Court on May 28, 1992." Obviously, the validity of the Agreement is the basis for the preliminary injunction. One of the basis for the appeal is an attack on the legality and validity of the Agreement.

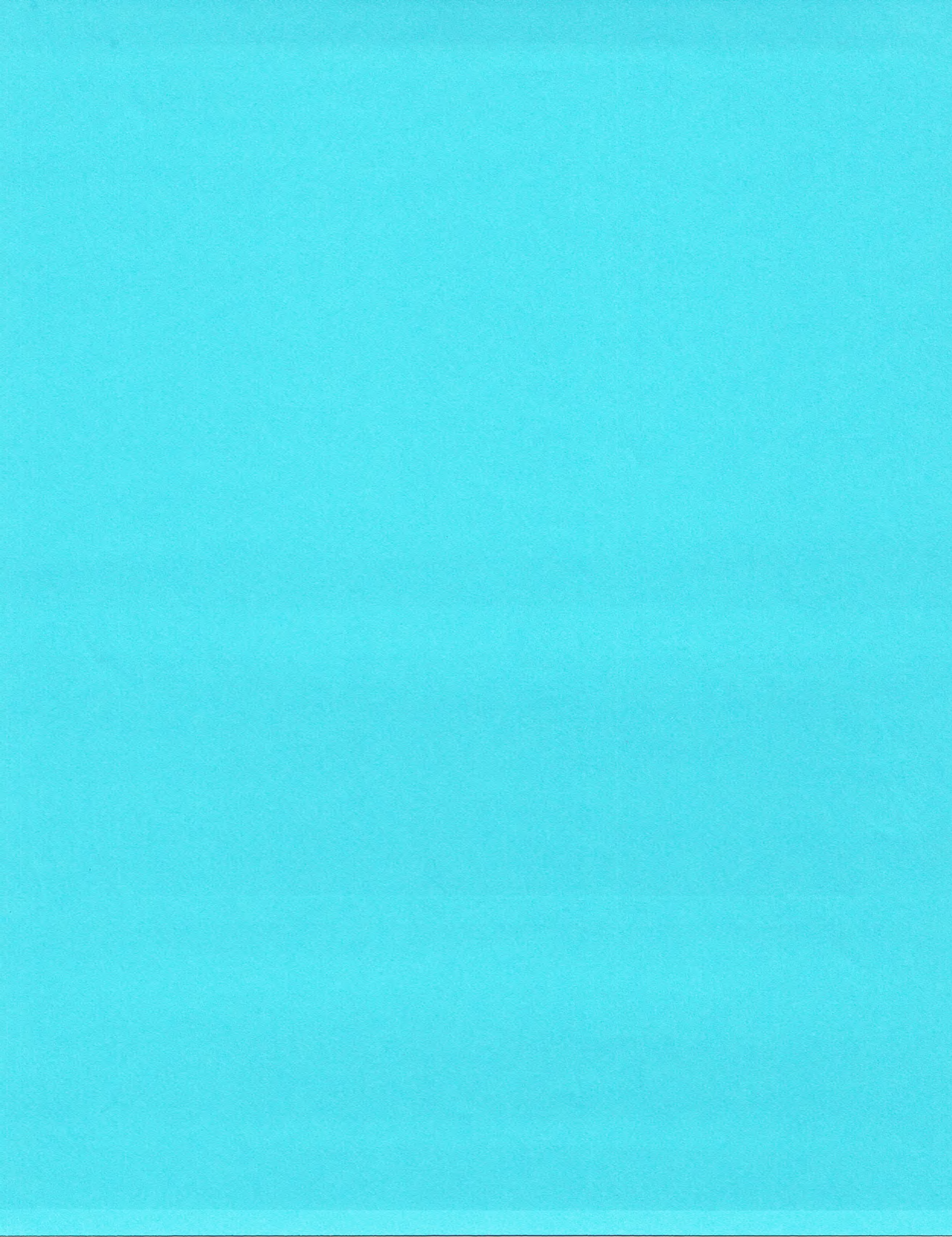
The central issue of this case is the legality and validity of the Agreement. The Court of Appeal could certainly reach that issue in its determination of the validity of the injunction. If it does, that ruling could be determinative of many of the issues of this case. It makes no sense to proceed with this matter until the Court of Appeal makes its ruling.

Any and all matters set in this department, including but not limited to the Motions set for 3/31/93, the Final Status Conference of 4/23/93 and the Trial of 5/3/93, are each advanced and vacated.

Defendant shall give notice.

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MAR 23 1993



1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900
4

Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY OF) Case No. 157680
INTERNATIONAL, a California not-)
13 for-profit religious corporation;) PLAINTIFF'S FIRST REQUEST
Plaintiff,) FOR THE PRODUCTION OF
14) DOCUMENTS BY DEFENDANT
vs.) GERALD ARMSTRONG
15)
16 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,)
17 a California for-profit)
corporation; DOES 1 through 100,)
18 inclusive,)
19 Defendants.)
_____)

20 DEMANDING PARTY: Plaintiff Church of Scientology International

21 RESPONDING PARTY: Defendant Gerald Armstrong

22 SET NO.: 1

23 Plaintiff Church of Scientology International ("plaintiff")
24 demands, pursuant to C.C.P. §2031, that defendant, Gerald
25 Armstrong, produce the items described below, for inspection and
26 copying by plaintiff's attorneys, on September 13, 1993 at 10:00
27 a.m. at the offices of Wilson, Ryan & Campilongo, located at 235
28

1 Montgomery Street, Suite 450, San Francisco, California 94104.

2 DEFINITIONS AND EXPLANATIONS:

3 1. As used herein, the term "document" includes all
4 written, typewritten, printed and graphic materials of whatever
5 kind or nature, including, but not limited to, correspondence,
6 notes, memoranda, telegrams and cables, telexes, telecopies,
7 panafaxes, publications, contracts, agreements, insurance
8 policies, minutes, offers, analyses, projections, treatments,
9 studies, books, papers, records, reports, lists, calendars,
10 diaries, statements, complaints, filings with any court, tribunal
11 or governmental agency, corporate minutes, partnerships,
12 agreements, ledgers, transcripts, summaries, agendas, bills,
13 invoices, receipts, estimates, evaluations, personnel files,
14 certificates, instructions, manuals, bulletins, advertisements,
15 periodicals, accounting records, checks, check stubs, check
16 registers, canceled checks, money orders, negotiable instruments,
17 sound recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

21 2. As used herein, the term "document" further means all
22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 DOCUMENTS AND THINGS TO BE PRODUCED:

5 1. All documents which in any way constitute, discuss,
6 evidence, mention, concern, relate or refer to the transfer of
7 assets, money, liabilities, literary works, works of art, shares
8 of stock or real, personal, or intangible property of any kind
9 between you and The Gerald Armstrong Corporation at any time;

10 2. All documents which in any way constitute, discuss,
11 evidence, mention, concern, relate or refer to the transfer of
12 assets, money, liabilities, literary works, works of art, shares
13 of stock or real, personal, or intangible property of any kind
14 between you and Michael Walton at any time;

15 3. All documents which in any way constitute, discuss,
16 mention, concern, relate or refer to that document shown on
17 Entertainment Television's "Entertainment Tonight" on August 5,
18 1993, and bearing the designation: "ONE HELL OF A STORY An
19 Original Treatment Written for Motion Picture Purposes Created
20 and Written by Gerald Armstrong;"

21 4. All documents which in any way constitute, mention,
22 concern, relate or refer to any motion picture, documentary,
23 video treatment, teleplay, screenplay, article, story, treatment,
24 project or script prepared by you which contains any reference to
25 plaintiff, Scientology, or any of the entities or individuals
26 listed in paragraph 1 of the "Mutual Release of All Claims and
27 Settlement Agreement" of December, 1986;

28 5. All correspondence of any kind received by you or the

1 Gerald Armstrong Corporation from Entertainment Television, its
2 employees, agents, representatives, attorneys, officers,
3 directors or assigns, after December 6, 1986, which relates to or
4 concerns the plaintiff, Scientology, or any of the entities or
5 individuals listed or referred to in paragraph 1 of the "Mutual
6 Release of All Claims and Settlement Agreement" of December,
7 1986;

8 6. All correspondence of any kind sent by you or the
9 Gerald Armstrong Corporation to Entertainment Television, its
10 employees, agents, representatives, attorneys, officers,
11 directors or assigns, after December 6, 1986, which relates to or
12 concerns the plaintiff, Scientology, or any of the entities or
13 individuals listed or referred to in paragraph 1 of the "Mutual
14 Release of All Claims and Settlement Agreement" of December,
15 1986;

16 7. All correspondence of any kind sent by you or the
17 Gerald Armstrong Corporation to anyone which in any way
18 discusses, mentions, concerns, relates or refers to that document
19 shown on Entertainment Television's "Entertainment Tonight" on
20 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
21 An Original Treatment Written for Motion Picture Purposes Created
22 and Written by Gerald Armstrong;"

23 8. All correspondence of any kind received by you or the
24 Gerald Armstrong Corporation from anyone which in any way
25 discusses, mentions, concerns, relates or refers to that document
26 shown on Entertainment Television's "Entertainment Tonight" on
27 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
28 An Original Treatment Written for Motion Picture Purposes Created

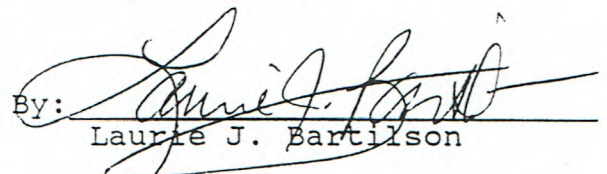
1 and Written by Gerald Armstrong;"

2 9. All correspondence of any kind sent by you or the
3 Gerald Armstrong Corporation to anyone which in any way
4 discusses, mentions, concerns, relates or refers to any document
5 authored by you, in whole or in part, including but not limited
6 to manuscripts, screenplays, motion picture treatments,
7 "fictionalizations," plays, articles, or scripts, which discuss,
8 mention, concern, relate, or refer to the plaintiff, Scientology,
9 or any of the entities or individuals listed or referred to in
10 paragraph 1 of the "Mutual Release of All Claims and Settlement
11 Agreement" of December, 1986;

12 10. All correspondence of any kind received by you or the
13 Gerald Armstrong Corporation from anyone which in any way
14 discusses, mentions, concerns, relates or refers to any document
15 authored by you, in whole or in part, including but not limited
16 to manuscripts, screenplays, motion picture treatments,
17 "fictionalizations," plays, articles, or scripts, which discuss,
18 mention, concern, relate, or refer to the plaintiff, Scientology,
19 or any of the entities or individuals listed or referred to in
20 paragraph 1 of the "Mutual Release of All Claims and Settlement
21 Agreement" of December, 1986.

22 Dated: August 9, 1993

BOWLES & MOXON

23
24 By: 
Laurie J. Bartilson

25
26 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

27 Attorneys for Plaintiff
28 Church of Scientology
International

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On August 9, 1993, I served the foregoing document described as PLAINTIFF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS BY DEFENDANT GERALD ARMSTRONG on interested parties in this action

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in sealed envelopes addressed as follows:

GERALD ARMSTRONG
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

MICHAEL WALTON
707 Fawn Drive
San Anselmo, CA 94960

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on August 9, 1993 at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State

Type or Print Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6 6255 Sunset Boulevard
Suite 2000
7 Hollywood, California 90028
(213) 953-3360

RECEIVED
SEP 20 1993
HUB LAW OFFICES

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY OF) Case No. 157680
INTERNATIONAL, a California not-)
13 for-profit religious corporation;) PLAINTIFF'S SECOND REQUEST
Plaintiff,) FOR THE PRODUCTION OF
14) DOCUMENTS BY DEFENDANT
vs.) GERALD ARMSTRONG
15)
16 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,)
17 a California for-profit)
corporation; DOES 1 through 100,)
18 inclusive,)
19 Defendants.)
20

21 DEMANDING PARTY: Plaintiff Church of Scientology International

22 RESPONDING PARTY: Defendant Gerald Armstrong

23 SET NO.: 2

24 Plaintiff Church of Scientology International ("plaintiff")
25 demands, pursuant to C.C.P. § 2031, that defendant Gerald
26 Armstrong produce the items described below for inspection and
27 copying by plaintiff's attorneys on October 20, 1993 at 10 a.m.
28 at the offices of Wilson, Ryan & Campilongo, located at 235

1 Montgomery Street, Suite 450, San Francisco, California 94104.

2 DEFINITIONS AND EXPLANATIONS:

3 1. As used herein, the term "document" includes all
4 written, typewritten, printed and graphic materials of whatever
5 kind or nature, including, but not limited to, correspondence,
6 notes, memoranda, telegrams and cables, telexes, telecopies,
7 panafaxes, publications, contracts, agreements, insurance
8 policies, minutes, offers, analyses, projections, treatments,
9 studies, books, papers, records, reports, lists, calendars,
10 diaries, statements, complaints, filings with any court, tribunal
11 or governmental agency, corporate minutes, partnerships,
12 agreements, ledgers, transcripts, summaries, agendas, bills,
13 invoices, receipts, estimates, evaluations, personnel files,
14 certificates, instructions, manuals, bulletins, advertisements,
15 periodicals, accounting records, checks, check stubs, check
16 registers, canceled checks, money orders, negotiable instruments,
17 sound recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

21 2. As used herein, the term "document" further means all
22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 DOCUMENTS AND THINGS TO BE PRODUCED:

5 1. All documents relating to the passing of title or
6 conveyance of the property known as 707 Fawn Drive, San Anselmo,
7 California, and more particularly described as follows:

8 PARCEL ONE

9 PARCEL TWO as shown upon that certain Parcel Map
10 entitled, "Parcel Map Lands of California Land Title
11 Portion Lands described in book 2887 of Official
12 Records, at page 367, also being Portion of Lots 501
13 and 501-A unrecorded Map of Sleepy Hollow Acres,
Vicinity of San Anselmo, Marin County, California,
filed for record April 8, 1976 in Volume 12 of Parcel
Maps, at page 43, Marin County Records.

14 EXCEPTING THEREFROM that portion deeded to Alain Pigois
15 and Nina Pigois, husband and wife, as community
property, by Deed recorded February 27, 1989, Serial
No. 89 13373.

16 PARCEL TWO

17 AN EASEMENT for ingress, egress and public utility
18 purposes described as follows:

19 BEGINNING at a point on the centerline of Fawn Drive,
20 said point being the most southwesterly corner of
21 Parcel 3, as shown upon that certain map entitled,
22 "Parcel Map Lands of California Land Title Portion
23 Lands described in Book 2887 of Official Records, at
24 page 367, also being a portion of Lots 501 and 501-A,
25 unrecorded Map of Sleepy Hollow Acres, Vicinity of San
26 Anselmo, Marin County, California", filed for record
27 April 9, 1976 in Volume 12 of Parcel Maps, at page 43,
28 Marin County Records, said point also being the
intersection of the calls "South 26° 20' East 135 feet
and North 63° 40' East 20 feet" as contained in Parcel
2 of the Deed executed by California Land Title
Company, a corporation to Michael C. McGuckin, et ux,
recorded March 26, 1976 in Book 3010 of Official
Records, at page 190, Marin County Records; thence from
said point of beginning and along the exterior boundary
of said Parcel 3, North 63° 40' East 20 feet; thence
North 75° 07' 20" East 164.00 feet; thence leaving said
exterior boundary of Parcel 3, North 12° 41' East 85.00

1 feet; thence North 30° 45' West 126.00 feet, thence
2 North 13° 30' East 79.21 feet to the northwesterly
3 boundary of Parcel 1, as shown upon that certain map
4 referred to hereinabove; thence along the exterior
5 boundary of said Parcel 1, South 84° 00' west 75.70
6 feet to the most Northerly corner of the parcel of land
7 described in the Deed executed by Charles B. Robertson,
8 et ux, to Paul Hopkins Talbot, Jr., et ux, recorded
9 January 30, 1956 in book 1002 of Official Records, at
page 623, Marin County Records; thence 111.77 feet,
thence leaving said exterior boundary of Parcel 1,
South 18° 45' East 95.06 feet thence South 21° 48' West
70.66 feet; thence South 75° 07' 20" West 160.00 feet
to the certline of Fawn Drive; thence along the
exterior boundary of said Parcel 3, also being the
centerline of "Fawn Drive, South 26° 20' East 34.46
feet to the point of beginning.

10 (the "PROPERTY"), from the date of acquisition to the present,
11 including all documents relating to the acquisition of the
12 PROPERTY. Such documents shall include those relating to any
13 passing of title or conveyance to Michael Walton.

14 2. All documents evidencing or relating to the state of
15 title of the PROPERTY or any portion thereof when you first
16 received title to the PROPERTY.

17 3. All documents evidencing, relating to or comprising
18 agreements with Michael Walton relating to the PROPERTY
19 including, but not limited to, agreements of co-ownership and
20 respective amounts of contribution towards down payment and
21 mortgage payments.

22 4. All documents evidencing, relating to or comprising
23 property tax bills or property tax statements for the PROPERTY
24 that have been incurred or received at any time from the
25 acquisition of the PROPERTY until the present.

26 5. All documents comprising or relating to payments made,
27 including checks or money orders or other documentation of
28 payments made on the aforementioned property tax bills.

1 6. All documents comprising or relating to any agreement
2 concerning liens, easements, rights of way, mineral rights, water
3 rights, leaseholds and any other interest in the PROPERTY.

4 7. All documents evidencing, comprising or relating to any
5 liens, encumbrances, foreclosure actions, whether pending or not,
6 on the PROPERTY including but not limited to, documents relating
7 to any payment or partial payment toward a lien, foreclosure
8 action or other encumbrance.

9 8. All documents, including loan applications, relating to
10 any loans secured by the PROPERTY at any time from the
11 acquisition of the PROPERTY by you to the present whether or not
12 said loan(s) is/are repaid. If said loan(s) is/are repaid, even
13 if you were not the person(s) who repaid it, please provide all
14 documents relating to said repayment.

15 9. All documents comprising, evidencing or relating to
16 payment made or other exchange applied for any transfer of title
17 on the PROPERTY from 1986 until the present. This is to include,
18 but not be limited to, cancelled checks or receipts.

19 10. All documents comprising, evidencing, or reflecting
20 bills or invoices, and payments thereon, of household maintenance
21 from the acquisition of the PROPERTY by you to the present.

22 11. All documents comprising, evidencing or relating to
23 bills or invoices, contracts, oral or written, and payments
24 thereon of subcontractors, materialmen, suppliers or other
25 individuals or business entities who provided labor, material or
26 supplies for the modification of the PROPERTY at any time from
27 the acquisition of the PROPERTY to the present.

28 12. All documents comprising, evidencing or relating to

1 payments to any utility companies for the utilities at the
2 PROPERTY at any time from the acquisition of the PROPERTY to the
3 present.

4 13. All documents reflecting the names, addresses and
5 telephone numbers of all accountants, accounting firms and other
6 persons or businesses that you retained to manage, analyze,
7 monitor or keep records of your business and personal financial
8 affairs and assets, including the financial affairs and assets of
9 The Gerald Armstrong Corporation, from January 1, 1986 to the
10 present.

11 14. All documents reflecting your financial condition,
12 business and personal affairs and assets, including the financial
13 affairs and assets of The Gerald Armstrong Corporation, from
14 January 1, 1986 to the present. Such documents shall include but
15 not be limited to financial statements, profit and loss
16 statements, income and expense statements, asset statements and
17 balance sheets.

18 15. All documents reflecting the name, address and
19 telephone number of the locations at which all your business,
20 personal and banking accounts, including those of The Gerald
21 Armstrong Corporation, are maintained.

22 16. All documents which refer to, relate to, mention,
23 discuss, concern or evidence, without limitation, any transfer of
24 cash and/or shares of stock in The Gerald Armstrong Corporation
25 made by you to Michael Walton or any person or corporation from
26 July 1990 until the present.

27 17. All documents which refer to, relate to, mention,
28 discuss, concern or evidence, without limitation, any property,

1 cash or other asset received by you, of any kind whatsoever, in
2 exchange for every transfer of cash and/or shares of stock in The
3 Gerald Armstrong Corporation made by you to Michael Walton or any
4 person or corporation from July 1990 until the present.

5 Dated: September 16, 1993

BOWLES & MOXON

6
7 By: Laurie J. Bartilson
8 Laurie J. Bartilson *by him*

9 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

10 Attorneys for Plaintiff
11 Church of Scientology
International
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On September 16, 1993, I served the foregoing document described as PLAINTIFF'S SECOND REQUEST FOR THE PRODUCTION OF DOCUMENTS BY DEFENDANT GERALD ARMSTRONG on interested parties in this action,

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
707 Fawn Drive
San Anselmo, CA 94960

GERALD ARMSTRONG
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal

cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on September 16, 1993 at Los Angeles, California.

[] **** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressees.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

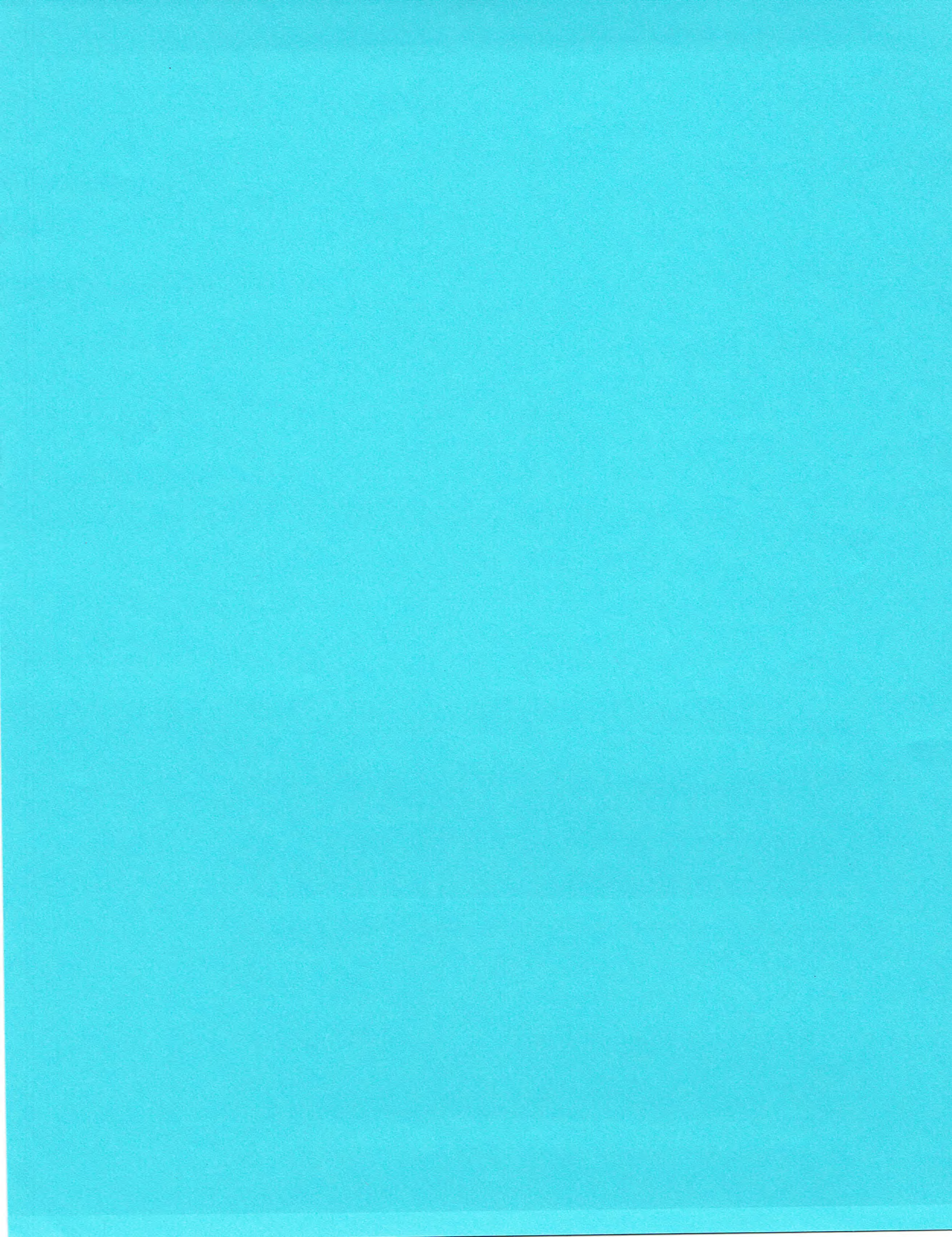
[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)



1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
7 Hollywood, California 90028
(213) 953-3360

RECEIVED
SEP 20 1993
HUB LAW OFFICES

8 Attorneys for Plaintiff
9 CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY OF) Case No. 157680
INTERNATIONAL, a California not-)
13 for-profit religious corporation;) PLAINTIFF'S FIRST REQUEST
FOR THE PRODUCTION OF
14 Plaintiff,) DOCUMENTS BY DEFENDANT THE
GERALD ARMSTRONG
15 vs.) CORPORATION
)
16 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,)
17 a California for-profit)
corporation; DOES 1 through 100,)
18 inclusive,)
)
19 Defendants.)
)

20
21 **DEMANDING PARTY:** Plaintiff Church of Scientology International

22 **RESPONDING PARTY:** Defendant The Gerald Armstrong Corporation

23 **SET NO.:** 1

24 Plaintiff Church of Scientology International ("plaintiff")
25 demands, pursuant to C.C.P. § 2031, that defendant The Gerald
26 Armstrong Corporation ("GAC") produce the items described below
27 for inspection and copying by plaintiff's attorneys on October
28 20, 1993 at 10 a.m. at the offices of Wilson, Ryan & Campilongo,

1 located at 235 Montgomery Street, Suite 450, San Francisco,
2 California 94104.

3 DEFINITIONS AND EXPLANATIONS:

4 1. As used herein, the term "document" includes all
5 written, typewritten, printed and graphic materials of whatever
6 kind or nature, including, but not limited to, correspondence,
7 notes, memoranda, telegrams and cables, telexes, telecopies,
8 panafaxes, publications, contracts, agreements, insurance
9 policies, minutes, offers, analyses, projections, treatments,
10 studies, books, papers, records, reports, lists, calendars,
11 diaries, statements, complaints, filings with any court, tribunal
12 or governmental agency, corporate minutes, partnerships,
13 agreements, ledgers, transcripts, summaries, agendas, bills,
14 invoices, receipts, estimates, evaluations, personnel files,
15 certificates, instructions, manuals, bulletins, advertisements,
16 periodicals, accounting records, checks, check stubs, check
17 registers, canceled checks, money orders, negotiable instruments,
18 sound recordings, films, photographs, mechanical or electronic
19 recordings, tapes, transcriptions, blueprints, computer programs
20 and data, data processing cards, x-rays, laboratory reports and
21 all other medical tests and test results.

22 2. As used herein, the term "document" further means all
23 writings, originals and duplicates as defined in California
24 Evidence Code Sections 250, 255 and 260, whether in draft or
25 otherwise, including but not limited to, copies and non-identical
26 copies (whether different from the originals because of notes or
27 marks made on or attached to said copies or otherwise).

28 3. The words "and" and "or" as used herein shall both mean

1 "and/or."

2 4. The term "you" as used herein means defendant Gerald
3 Armstrong Corporation, its employees, agents, representatives,
4 attorneys, or assigns.

5 DOCUMENTS AND THINGS TO BE PRODUCED:

6 1. All documents relating to the passing of title or
7 conveyance of the property known as 707 Fawn Drive, San Anselmo,
8 California, and more particularly described as follows:

9 PARCEL ONE

10 PARCEL TWO as shown upon that certain Parcel Map
11 entitled, "Parcel Map Lands of California Land Title
12 Portion Lands described in book 2887 of Official
13 Records, at page 367, also being Portion of Lots 501
14 and 501-A unrecorded Map of Sleepy Hollow Acres,
Vicinity of San Anselmo, Marin County, California,
filed for record April 8, 1976 in Volume 12 of Parcel
Maps, at page 43, Marin County Records.

15 EXCEPTING THEREFROM that portion deeded to Alain Pigois
16 and Nina Pigois, husband and wife, as community
property, by Deed recorded February 27, 1989, Serial
No. 89 13373.

17 PARCEL TWO

18 AN EASEMENT for ingress, egress and public utility
19 purposes described as follows:

20 BEGINNING at a point on the centerline of Fawn Drive,
21 said point being the most southwesterly corner of
22 Parcel 3, as shown upon that certain map entitled,
23 "Parcel Map Lands of California Land Title Portion
24 Lands described in Book 2887 of Official Records, at
25 page 367, also being a portion of Lots 501 and 501-A,
26 unrecorded Map of Sleepy Hollow Acres, Vicinity of San
27 Anselmo, Marin County, California", filed for record
28 April 9, 1976 in Volume 12 of Parcel Maps, at page 43,
Marin County Records, said point also being the
intersection of the calls "South 26° 20' East 135 feet
and North 63° 40' East 20 feet" as contained in Parcel
2 of the Deed executed by California Land Title
Company, a corporation to Michael C. McGuckin, et ux,
recorded March 26, 1976 in Book 3010 of Official
Records, at page 190, Marin County Records; thence from
said point of beginning and along the exterior boundary
of said Parcel 3, North 63° 40' East 20 feet; thence

1 North 75° 07' 20" East 164.00 feet; thence leaving said
2 exterior boundary of Parcel 3, North 12° 41' East 85.00
3 feet; thence North 30° 45' West 126.00 feet, thence
4 North 13° 30' East 79.21 feet to the northwesterly
5 boundary of Parcel 1, as shown upon that certain map
6 referred to hereinabove; thence along the exterior
7 boundary of said Parcel 1, South 84° 00' west 75.70
8 feet to the most Northerly corner of the parcel of land
9 described in the Deed executed by Charles B. Robertson,
10 et ux, to Paul Hopkins Talbot, Jr., et ux, recorded
11 January 30, 1956 in book 1002 of Official Records, at
12 page 623, Marin County Records; thence 111.77 feet,
13 thence leaving said exterior boundary of Parcel 1,
14 South 18° 45' East 95.06 feet thence South 21° 48' West
15 70.66 feet; thence South 75° 07' 20" West 160.00 feet
16 to the certline of Fawn Drive; thence along the
17 exterior boundary of said Parcel 3, also being the
18 centerline of "Fawn Drive, South 26° 20' East 34.46
19 feet to the point of beginning.

20 (the "PROPERTY"), from the date of acquisition to the present,
21 including all documents relating to the acquisition of the
22 PROPERTY.
23

24 2. All documents evidencing or relating to the state of
25 title of the PROPERTY or any portion thereof, any estate therein.

26 3. All documents comprising, evidencing or relating to any
27 agreement between you and/or Gerald Armstrong and/or Michael
28 Walton relating to the PROPERTY including, but not limited to,
29 agreements of co-ownership and respective amounts of contribution
30 towards down payment and mortgage payments.

31 4. All documents comprising, evidencing or relating to
32 property tax bills or property tax statements for the PROPERTY
33 that have been incurred or received at any time from December
34 1986 until the present.

35 5. All documents comprising or relating to payments made,
36 including checks or money orders or other documentation of
37 payments made on the aforementioned property tax bills.

38 6. All documents comprising or relating to any agreement

1 concerning liens, easements, rights of way, mineral rights, water
2 rights, leaseholds and any other interest in the PROPERTY.

3 7. All documents evidencing, comprising or relating to any
4 liens, encumbrances, foreclosure actions, whether pending or not,
5 on the PROPERTY including but not limited to, documents relating
6 to any payment or partial payment toward any such liens,
7 foreclosure actions or other encumbrance.

8 8. All documents, including loan applications, relating to
9 any loans secured by the PROPERTY at any time from the
10 acquisition of the PROPERTY by you to the present whether or not
11 said loan(s) is/are repaid. If said loan(s) is/are repaid, even
12 if you were not the entity who repaid it, please provide all
13 documents relating to said repayment.

14 9. All documents comprising, evidencing or relating to
15 payment made or other exchange applied for any transfer of title
16 on the PROPERTY from 1986 until the present. This is to include,
17 but not be limited to, cancelled checks or receipts.

18 10. All documents comprising, evidencing or reflecting
19 bills or invoices, and payments thereon, of maintenance of the
20 Property from the acquisition of any portion of the PROPERTY by
21 you, Gerald Armstrong or Michael Walton to the present.

22 11. All documents comprising, evidencing or relating to
23 bills or invoices, contracts, oral or written, and payments
24 thereon of subcontractors, materialmen, suppliers or other
25 individuals or business entities who provided labor, material or
26 supplies for the modification of the PROPERTY at any time from
27 the acquisition by you, Gerald Armstrong or Michael Walton of any
28 portion of the PROPERTY to the present.

1 12. All documents comprising, evidencing or relating to
2 payments to any utility companies for the utilities at the
3 PROPERTY at any time from the acquisition by you, Gerald
4 Armstrong or Michael Walton of any portion of the PROPERTY to the
5 present.

6 13. All documents reflecting the names, addresses and
7 telephone numbers of all accountants, accounting firms and other
8 persons or businesses that you retained to manage, analyze,
9 monitor or keep records of your business and financial affairs
10 and assets, from January 1, 1987 to the present.

11 14. All documents reflecting your financial condition.
12 Such documents shall include but not be limited to financial
13 statements, profit and loss statements, income and expense
14 statements, asset statements, balance sheets and loan
15 applications.

16 15. All documents reflecting the names, addresses and
17 telephone numbers of the locations at which all your business,
18 personal and banking accounts, including those of The Gerald
19 Armstrong Corporation, are maintained.

20 16. All documents which refer to, relate to, mention,
21 discuss, concern or evidence, without limitation, any stock
22 offering made by you from January 1, 1987 until the present.

23 17. All documents which refer to, relate to, mention,
24 discuss, concern or evidence, without limitation, any transfer of
25 shares in GAC made by anyone from January 1, 1987 until the
26 present.

27 18. All documents which refer to, relate to, mention,
28 discuss, concern or evidence, without limitation, any transfer of

1 assets from Gerald Armstrong to you from January 1, 1987 until
2 the present.

3 19. All documents which refer to, relate to, mention,
4 discuss, concern or evidence, without limitation, any loans made
5 to you by any person from January 1, 1987 until the present.

6 20. All documents reflecting the names and titles of all
7 employees who worked for you from January 1, 1987 to the present.

8 21. All documents which refer to, relate to, mention,
9 discuss, concern or evidence, without limitation, any payments
10 made by you to Gerald Armstrong from January 1, 1987 until the
11 present.

12 22. All documents which refer to, relate to, mention,
13 discuss, concern or evidence, without limitation, any payments
14 made by you to Michael Walton from January 1, 1987 until the
15 present.

16 23. All documents which refer to, relate to, mention,
17 discuss, concern or evidence, without limitation, any property,
18 cash or other asset paid by you, of any kind whatsoever, in
19 exchange for every transfer of cash and/or shares of stock in The
20 Gerald Armstrong Corporation made to you by Gerald Armstrong.

21 Dated: September 16, 1993

BOWLES & MOXON

22
23 By:

Laurie J. Bartilson
Laurie J. Bartilson *By Law*

24
25 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

26 Attorneys for Plaintiff
27 Church of Scientology
International
28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On September 16, 1993, I served the foregoing document described as PLAINTIFF'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS BY DEFENDANT THE GERALD ARMSTRONG CORPORATION on interested parties in this action,

by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

by placing the original true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
707 Fawn Drive
San Anselmo, CA 94960

GERALD ARMSTRONG
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

BY MAIL

*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal

cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on September 16, 1993 at Los Angeles, California.

[] **** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressees.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following

documents: EX PARTE APPLICATION FOR A STAY OF PROCEEDINGS PENDING REFERRAL TO JUDICIAL COUNCIL FOR COORDINATION OF CASES; DECLARATION OF FORD GREENE; [Proposed] ORDER

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire PERSONAL
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ. MAIL
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

PAUL MORANTZ, ESQ. MAIL
P.O. Box 511
Pacific Palisades, CA 90272

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (Personal) I caused said papers to be personally service on the office of opposing counsel.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: October 4, 1993

